

EXHIBIT A



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 13
Dirksen Federal Building
219 South Dearborn Street, Suite 808
Chicago, IL 60604-2027

Agency Website: www.nlrb.gov
Telephone: (312)353-7570
Fax: (312)886-1341

David J. Fish, Attorney
Fish Potter Bolaños, P.C.
200 E. 5th Ave., Suite 115
Naperville, IL 60563
dfish@fishlawfirm.com

Re: Alexandra Lozano Immigration Law, PLLC
Case 13-CA-310508

Alexandra Lozano Immigration Law, PLLC
Case 13-CA-310733

Dear Mr. Fish:

Enclosed is an informal settlement agreement in this matter that the Charged Party has signed. This settlement agreement appears to remedy the violations established by our investigation and to comport with the remedial provisions of Board orders in cases involving such violations.

If you wish to join in the settlement, please sign and return the settlement agreement to this office by close of business on **June 8, 2023**.

If you decide not to join in this settlement, your objections to the settlement agreement and any supporting arguments should be submitted in writing to me by **June 8, 2023**. Your objections and arguments will be carefully considered before a final determination is made whether to approve the settlement agreement. If you fail to enter the settlement agreement or to submit objections by **June 8, 2023**, I will approve the settlement agreement on **June 9, 2023**.

Very truly yours,

A handwritten signature in black ink, appearing to read "Angie Cowan Hamada", is written over a horizontal line.

Angie Cowan Hamada
Regional Director

Enclosure

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Alexandra Lozano Immigration Law, PLLC

Case 13-CA-310508

13-CA-310733

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE AND EXPLANATION OF RIGHTS — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice and Explanation of Rights to the Charged Party in English, Spanish, and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post the Notices and the Explanation of Rights in prominent places where the Charged Party normally posts notices to its employees at the below listed locations. The Charged Party will keep all Notices and Explanation of Rights posted for 60 consecutive days after the initial posting.

POSTING LOCATIONS

- | | |
|---|---|
| 1) 6720 Fort Dent Way, Suite 230
Tukwila, WA 98188 | 2) 5800 South Eastern, Suite 270
Commerce, CA 90040 |
| 3) 6621 Ogden Ave.
Berwyn, IL 60402 | 4) 8415 Datapoint Dr., Suite 300
San Antonio, TX 78229 |
| 5) 8876 Gulf Fwy, Suite 420
Houston, TX 77017 | |

READING OF NOTICE—The Charged Party will hold a meeting or meetings, scheduled to ensure the widest possible attendance at each posting location, at which a responsible management official of the Charged Party will disseminate signed copies of the Notice and Explanation of Rights to all attendees and read, either in person or via virtual (video) appearance, the Notice in English, Spanish and in additional languages if the Regional Director decides that it is appropriate to do so, in the presence of a Board agent and representative of the Charging Party. The reading will take place at a time when the Charged Party would customarily hold meetings and must be completed between the beginning of the posting period and prior to the completion of the 60-day Notice posting period. The date and time(s) of the reading must be approved by the Regional Director. The announcement of the meeting will be in the same manner the Charged Party normally announces meetings and must be approved by the Regional Director. The Notice will be read in the following languages: English and Spanish.

E-MAILING NOTICE - The Charged Party will email a copy of the signed Notice in English, Spanish, and in additional languages if the Regional Director decides that it is appropriate to do so, to all employees who work at the facilities listed above under Posting Locations. The message of the e-mail transmitted with the Notice

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will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 13 of the National Labor Relations Board in Cases 13-CA-310508 and 13-CA-310733." The Charged Party will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at Cristina.Ortega@nlrb.gov.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

BACKPAY — Within 14 days from approval of this agreement, the Charged Party will make whole the employee(s) named below by payment to each of them of the amount opposite each name. The Charged Party will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay. The Charged Party, for each employee named below, will provide the Regional Director with a Backpay report allocating the payment(s) to the appropriate calendar year and a copy of the IRS form W-2 for wages earned in the current calendar year no sooner than December 31st of the current year and no later than January 30th of the following year. If the Regional Office is unable to locate any individual entitled to make-whole relief within one year of receipt of payment, the Regional Director will have sole discretion to redistribute the amounts owed to those individuals, provided no individual receives more than 100% of the backpay or other remedial monies they are owed. The Charged Party agrees to prepare, process, and, if applicable, mail any redistribution payments, at its own cost, pursuant to the direction of the Regional Director.

Name of employee	Backpay	Front Pay	Interest	Pecuniary Damages
Ilse Sanchez	\$13,310	\$85,936	\$179	\$575
Karla Vanessa Velazquez	\$7,030	\$67,877	\$93	\$0

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If one or both of the Charging Parties fail(s) or refuse(s) to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve this Settlement Agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party who fails or refuses to become a party to this Agreement may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

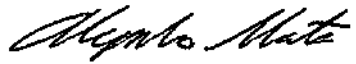
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Yes _____ No ^x _____
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PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the one or both of the Charging Parties do(es) not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Charged Party agrees that the Board may then issue an order providing, as elected by the Regional Director, a full remedy for the violations found as is appropriate to remedy such violations, and/or an order requiring the Charged Party to perform terms of this settlement agreement as specified by the Regional Director. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If one or both of the Charging Parties do(es) not enter into this Agreement, initial notice shall be given within 5 days after the Charged Party's receipt of notification from the Regional Director that the Charging Parties did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

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Charged Party Alexandra Lozano Immigration Law, PLLC	Charging Party Karla Vanessa Velazquez
By: Name and Title Date <u>5/24/23</u>  <u>Alejandro Mata</u> Print Name and Title below <u>Chief HR Officer</u>	By: Name and Title Date <u>Karla Vanessa Velazquez</u> <u>06/06/2023 18:00 UTC</u> Karla Vanessa Velazquez Print Name and Title below
	Charging Party <u>Ilse Sanchez</u> 06/06/2023 17:58 UTC Ilse Sanchez By: Name and Title Date Ilse Sanchez Print Name and Title below
Recommended By: Date Sylvia L. Posey Field Attorney	Approved By: Date Angie Cowan Hamada Regional Director, Region 13

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(To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT threaten you with discharge because you discussed your wages, hours, and working conditions with other employees.

YOU HAVE THE RIGHT to freely bring issues and complaints regarding your wages, hours, and working conditions to other employees, and you have the right to post on your social media, including Tik Tok, any concerns regarding your working conditions and **WE WILL NOT** do anything to interfere with your exercise of those rights.

WE WILL NOT make it appear that we are watching and listening to your conversations with other employees about your wages, hours, and working conditions.

WE WILL NOT fire employees because they exercise their rights to bring issues and complaints about their wages, hours, and working conditions to other employees.

WE WILL NOT maintain or enforce a Zero Gossip Policy.

WE WILL NOT tell you that all employee concerns must be taken to management.

WE WILL NOT tell you how you should share your workplace concerns with other employees.

WE WILL NOT restrict use of the firm's email system for business use only.

WE WILL NOT maintain or enforce in our Employee Policy Manual, or anywhere else, rules which stop you from using recording devices in any of our facilities other than for authorized business purposes.

WE WILL NOT fire employees for violating the unlawfully broad provisions in our Employee Policy Manual and Employment Agreement.

WE WILL NOT issue letters to employees which seek to enforce the unlawful policies in our Employee Policy Manual and Employment Agreement.

WE WILL NOT maintain any agreements that restrict employees' rights to file charges with the National Labor Relations Board, and **WE WILL NOT** require employees to sign such agreements.

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WE WILL NOT maintain an Arbitration Agreement that our employees reasonably would believe bars or restricts their right to engage in protected-concerted activity or file charges with the National Labor Relations Board.

WE WILL NOT interfere with employees' protected activities by installing security cameras or recording devices in employee break areas in order to make it appear that we are watching for your discussions of wages, hours, and working conditions.

WE WILL NOT maintain or enforce the following unlawfully broad provisions in our Employee Policy Manual, or anywhere else:

Section 3bii.: Professional Conduct
Section 3c.: Company Property

WE WILL NOT maintain or enforce the following unlawfully broad provisions in our Employment Agreement, or anywhere else:

Section 3: No Conflicting Interest
Section 7: Non-Solicitation
Section 8: Non-Disclosure
Section 9: Best Efforts
Section 10: Non-Disparagement
Section 11: Reasonable Restrictions
Section 12: Remedies

WE WILL promptly distribute an updated Employee Policy Manual to you that has been lawfully revised so that it is consistent with the provisions of this Notice and supersedes all prior versions of the Employee Policy Manual.

WE WILL rescind, or make lawful modifications to the rules quoted above, and advise employees in writing that the rules are no longer being maintained.

WE WILL rescind the Zero Gossip Policy and accompanying video, and advise employees in writing that the rule is no longer being maintained or enforced.

WE WILL remove the security cameras and recording devices installed in the employee break rooms.

WE WILL allow employees to independently record, or, if they choose, to cease recording, interactions with clients.

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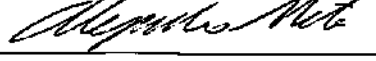
WE WILL rescind the overbroad provisions of the "Cease and Desist" letters to Ilse Sanchez and Karla Vanessa Velazquez and notify them in writing that the letters are void as related to the firm's planned enforcement of the Zero Gossip Policy and the overbroad requirements of the Employment Agreement's non-disparagement and non-disclosure provisions.

Ilse Sanchez and Karla Vanessa Velazquez waive any right to reinstatement that they may have and **WE WILL** make them whole in accordance with the terms of the settlement agreement.

WE WILL modify the personnel records of Ilse Sanchez and Karla Vanessa Velazquez to reflect they voluntarily resigned from employment with the firm and **WE WILL** notify them in writing that their termination from employment has been changed to a voluntary resignation and that the firm has a policy of providing neutral references limited to dates of employment and position(s) held.

Alexandra Lozano Immigration Law, PLLC

(Employer)

Dated: 5/24/2023 **By:**  Chief HR Officer
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Callers who are deaf or hard of hearing who wish to speak to an NLRB representative should send an email to relay.service@nlrb.gov. An NLRB representative will email the requestor with instructions on how to schedule a relay service call.

Dirksen Federal Building
219 South Dearborn Street, Suite 808
Chicago, IL 60604-2027

Telephone: (312)353-7570
Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

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